



## **MENTAL HEALTH SERVICES AGREEMENT: GROUP THERAPY**

### **Confidentiality**

In providing you with mental health services such as group therapy, it is very important that you can speak openly with your facilitator-therapists to benefit from the service. To encourage this openness, your group facilitator-therapists agree to keep the information that you share with them confidential. This means that information shared during group therapy will not be shared with anyone without your consent. To protect the safety of vulnerable persons or your own safety, and in certain other unusual circumstances, further exception will be made to this confidentiality agreement. The following situations may require your facilitator-therapists to share pertinent information with another party:

1. If you present a risk of safety to yourself or others, this may be reported to others who can ensure or maintain your safety or the safety of others.
2. If you disclose knowledge that yourself or another person under the age of 19, an elderly person, or other vulnerable person may be at risk of harm (e.g., physical, verbal, sexual abuse or neglect), this will be reported to the appropriate Child or Adult Welfare agency.
3. If you sign a release of information for a third party such as a physician, social worker, lawyer, insurance company, etc., the information will be released as requested. The specifics will be discussed before information is released.
4. You will be asked to sign an agreement allowing your facilitator-therapists to communicate openly with your individual therapist during the course of the group. This is to ensure the best outcomes for you in both group and your individual work.
5. If you make an ethical or legal complaint against your facilitator-therapists, they are not bound to keep information related to the complaint confidential. This is to allow them to explain their behavior in the appropriate legal forum.
6. If a court judge subpoenas your file.
7. Group participants agree to maintain confidential all information shared in the group. This includes the identity of participants. No information is to be shared with anyone outside of group members. You may share information about skills you have learned, or your own information, at your discretion.

### **Information for Parents**

If your child is receiving mental health services, please understand that all attempts to include you in the treatment will be made. In most cases, however, your older child/adolescent retains the legal right to consent to treatment.

If services are for a minor, by signing below you are agreeing that you have the legal right to consent for this child. If divorced or separated, you are following any existing legal agreement with respect to notifying or seeking consent from

the child's other parent. If disagreement arises between parents consenting to mental health care, it is the position of Lesley Hartman & Associates, Inc. to continue providing services to the child as long as the treating therapist has both the informed consent of the child and one custodial parent.

Your child's confidentiality will be protected by their therapist, except in situations as mentioned above, i.e. where they may be at risk of harm to themselves or others, when they are being harmed by someone else, or when they give their consent for their therapist to speak with you or someone else. The benefit of this for your child/ adolescent is that they may feel more comfortable sharing information with the therapist, and therefore will benefit more from the services.

### **Other information about our group services**

1. Your facilitator-therapists are professionally required to keep records of their contacts with you. Group notes will be accessible to your group facilitators and, if you are a client of one of our associates, to your individual therapist. Your individual client file notes may also be accessible to the group facilitators if you are currently a client of the practice. If this is the case, you will be notified of this at the start of the group. This is to enable communication between your individual therapist and the group facilitators to ensure we offer you optimal service and collaborative care. It means we can tailor our individual and group therapy to meet your needs better. These records will be kept in the LHA Inc. practice management software. This software complies with provincial and federal privacy standards for health information. Technical support and administrative staff may be able to view your information if the need arises. These staff members have signed confidentiality agreements and will not access this information unless necessary for administrative or IT support functions.
2. Your full name, address, phone number, email address, emergency contact information, and family physician's name will also be stored in the LHA Inc. practice management software.
3. Neither the facilitator-therapists nor group participants will take audio or video recording or photographs of you or of the sessions without written consent from you.
4. There is a fee for mental health services, as these are not covered by government health plans. Full payment is required to register for the group prior to the group starting. This commitment is necessary to hold your spot and ensure that we can cover the costs of delivering the group. The fee is \$95 per each two-hour group session, multiplied by the number of weeks of the group, plus a \$20 workbook/manual fee. **Please note:** group fees are **non-refundable** and **non-transferable** to other group sessions or any other services provided by LHA Inc.
5. Your facilitator-therapists cannot direct bill insurance companies. Therefore, you may send in the receipts to receive your reimbursement from your insurance company if applicable. **Please note:** while payment for group is taken in advance, insurance companies will typically approve reimbursement **only after you have received services**. We recommend contacting your insurance company directly for complete details on your coverage and reimbursement timeframe.
6. Clients who require third party funding for group services must have secured funding in writing prior to the commencement of the program. Failure to do so will result in the full-service fees being the sole responsibility of the client due immediately upon notice by Lesley Hartman & Associates Inc.
7. Clients who miss four consecutive group sessions (including across multiple modules), or who miss 15 minutes or more of four consecutive group sessions will be removed from group. In such cases, payment remains **non-refundable** and **non-transferable**.
8. Your facilitator-therapists will be able to discuss the group with you. They will check-in about how you are doing throughout the course of the group. They will not provide individual therapy, however, so you will be directed to

your one-on-one therapist for that. Your facilitator-therapists will discuss other options for you to access immediate assistance in the case of an emergency.

9. Although we take precaution to minimize the risk of privacy breach through our office email, we cannot eliminate that risk. Please be aware that email communication can be intercepted in transmission or misdirected. Consider communicating any sensitive information by telephone, fax, or mail.

### **Third Party Organizations**

If you are part of an organization that will be approving payment for your services at Lesley Hartman & Associates Inc., some information must be shared with your organization in order for us to provide you services which are covered by your insurer, given your therapist's contractual agreement with them:

1. A detailed initial assessment report from your therapist may be required after the first session. This assessment will include diagnoses and treatment plans and information about your mental health status at the first session. If your services are covered by the Worker's Compensation Board of Nova Scotia (WCB), this report will have an occupational focus.
2. Progress reports periodically as your organization may require, including progress towards goals of treatment.
3. A final report to your organization which will outline your progress towards your goals and any outstanding treatment needs.
4. Clients whose services are covered by WCB should be aware that, according to law, WCB could request any other information about those services.

### **Telehealth sessions**

In some situations, you and your therapist may decide to have your sessions via telehealth (i.e. a secure online platform, or on the telephone). There are potential benefits and risks to telehealth services that are different from in-person sessions (e.g., emails are not secure, it may make it easier for you to access if you live far from our office, etc.) Prior to starting telehealth services, you agree to the following:

- The confidentiality parameters set out above still apply for telehealth services. Your therapist will take all possible steps to ensure privacy and confidentiality are preserved.
  - All online video services will be provided using secure platforms specialized for telehealth.
  - Your therapist will discuss the video-conferencing platform selected for your virtual sessions, and will explain how to use it before proceeding. If you choose to proceed that indicates your consent to the use of the selected platform.
  - For online sessions, you need to use a webcam or smartphone during the session.
  - Your therapist will not record telehealth sessions without your permission and the permission of all person(s) involved (for instance, both couples for couples' therapy; or other family members for family therapy).
  - Please note that by signing this agreement, you are also agreeing to not record sessions unless it has been discussed with your therapist in advance.
  - Your therapist will provide you telehealth sessions from a confidential and private space.
  - It is important that you as the client are also in a quiet, private space that is free of distractions (including cell phone or other devices). Please ensure that no one else is in the room with you while we

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are in session, unless they are a participant in the session. Please ensure all doors are closed. Headphones, if you have them, are recommended to improve privacy for video sessions.

- Please note that for telephone therapy, landlines are more secure than smartphones, and should be used when possible.
  - Please use a secure internet connection rather than a public or free Wi-Fi.
  - To minimize the possibility of someone impersonating you, your therapist will use some form of coded identification in cases where visual verification of your identity is not possible.
- For online therapy, please provide a phone number where you can be reached to restart the session or to reschedule it, in the event of technical problems. If the telecounseling (online) service is interrupted, your therapist will attempt to reach you immediately by telephone at least twice, at a number you have provided and with your consent to leave a voicemail if necessary. If you don't respond within 15 minutes of the first call, your therapist will assume you have left the session, and you will be billed at the full rate of your session. If the service is interrupted within 15 minutes of its' scheduled end, your therapist will attempt to contact you by telephone, but if they don't reach you right away, you will be billed for the full session.
  - If you need to cancel or change your tele-appointment, please notify your therapist in advance by phone or email as is normally required, or you will be charged for the missed session.
  - Please provide your therapist information about your location at the time of your session, and at least one emergency contact, in the event of a crisis situation.
  - Please confirm with your insurance company that the telehealth sessions will be reimbursed; if they are not reimbursed, you are responsible for payment.
  - Your therapist may determine that due to certain circumstances, telehealth is not appropriate and you need to resume in-person sessions. Likewise, due to public health and our licensing guidelines, your therapist may be unable to provide in-person sessions at certain times.
  - Your therapist cannot provide you therapy via email or text messaging. However, at times they may be able to provide brief coaching. Please discuss this with your therapist, as each therapist has their own parameters regarding coaching emails or text messages.
  - Keep in mind that emails and text messages are printed off and stored in your file.
  - Miscommunication can happen in telepsychology services. Please bring up any concerns that you may have so that you can work through these together with your therapist.

**I have read the above information and/or it has been reviewed with me. I understand the limits of confidentiality and the terms of receiving these mental health services. I accept them and consent to mental health services.**

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**Client Signature:**

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**Client Name:**

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**Signature of Legal Guardian**  
(if applicable):

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**Date:**

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